Please complete and return this copy of the Agreement to:

Box M, Acorn Computers Ltd, 645 Newmarket Road, Cambridge CB5 8PB, England.

USER LICENCE AGREEMENT FOR ACORN PROGRAM PRODUCTS

Acorn Computers Limited, Fulbourn Road, Cherry Hinton, Cambridge CB1 4JN ("Acorn"), hereby grants [ ] ("Customer") hereby accepts a non-transferable and non-exclusive licence to use the Acorn Program identified in the Appendix attached hereto (the "Program") under the following terms and conditions.

1. OWNERSHIP

The Program (which term as used herein shall include the set of machine readable material on magnetic media, the user documentation and any other related material delivered to Customer by or on behalf of Acorn as well as the related copyrights or other industrial or intellectual property rights are the property of Acorn and/or its suppliers and constitutes a trade secret of Acorn and/or its suppliers. The Customer acquires no title, right or interest in the Program other than the licence rights granted herein.

2. SECURITY

a) The program is delivered to the customer on a confidential basis and the Customer is responsible for taking all steps necessary to ensure the continued proprietary and confidential nature of the Program. In particular the Customer shall keep in confidence and not disclose or otherwise make available the Program to any third party other than the Customer's employees for the use permitted under this Agreement, without the prior written permission of Acorn.

b) The Customer shall not remove from the Program any trademark, tradename, copyright notice or other notice and shall be responsible for their conservation on the copies received under this Agreement and for their reproduction on any back-up copy of the Program or on any portion of the same merged into other programs.

3. LICENCE

a) For the purposes of this Agreement "use of Program" shall mean the copying of any portion of the instruction or data contained in the Program by transferring or reading them from a medium into a machine supplied to the Customer by Acorn in order to process data belonging to the Customer.

b) Program in source form and the design documentation of the Program are never considered optional or additional material of the Program and are neither delivered to the customer or licensed hereunder.

c) Under the licence granted to the Customer under this Agreement, the Customer has the right to use the Program only on the single machine identified by model serial number and location in the Appendix. The Customer may also merge the Program or part thereof into another program of its use on the single machine (any portion of the Program merged into another program will continue to be subject to the terms and conditions of this Agreement). The Customer shall not make any other use of the Program without the prior written permission of Acorn.

d) The Customer may copy, in whole or in part, the Program in machine readable form on another magnetic medium, only in those cases in which this should prove necessary for back-up and recovery in case of break-down, provided however that such copies shall be used solely on the machine identified in the Appendix.
Certain Programs, however, may include mechanisms to limit or inhibit copying.

e) The Customer may not copy, either in whole or in part, the documentation provided by Acorn for the use of the Program and any other printed material supplied by or on behalf of Acorn to the Customer. Additional copies of this documentation may be supplied by, or on behalf of, Acorn at its rates in force at the time of ordering.

4. DURATION

This Agreement is effective from the date of receipt by the Program and shall remain in force until terminated by Acorn as provided in Section 7.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Acorn or its Suppliers gives no warranties with respect to the Program licensed hereunder and all implied warranties including warranty of merchantability and fitness for purpose are hereby excluded. IN NO EVENT WILL ACORN OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF ACORN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE MAXIMUM LIABILITY OF ACORN SHALL BE LIMITED TO REFUND TO THE CUSTOMER THE PRICE PAID BY THE CUSTOMER FOR THE PROGRAM.

6. ASSIGNMENT OF THE AGREEMENT

This Agreement and any licence granted hereunder to the Customer may not be assigned, sublicensed or otherwise transferred by the Customer to any third party without the prior written consent of Acorn. Acorn may assign or transfer its rights and obligations under this Agreement to Acorn's suppliers of the Program or to any Acorn Subsidiary.

7. TERMINATION OF THE AGREEMENT

a) The Agreement and the licences granted hereunder may be terminated forthwith by Acorn by written notice to the Customer in the following situations:
– in case of breach by the Customer of any provision this Agreement;
– in case of termination of the sales or rental contract between Acorn and the Customer regarding the machine on which the program is licensed for use;
– in case of non-payment by the Customer in due time of any sum due from the Customer in consideration of delivery and license of this Program.
Upon termination of this Agreement, Acorn reserves the right to take any legal action necessary to recover any outstanding debts payable to Acorn or any damages incurred by Acorn.

b) Upon termination of this Agreement and of the licence granted hereunder, the Customer shall refrain from any further use of the Program, and Acorn may require either the destruction of any copy of the Program, in any form, in the possession of the Customer or the return of the same to Acorn.
In any case the provision of Section 2 shall survive the termination of the Agreement.

8. RE-EXPORT RESTRICTIONS

The Customer acknowledges that some of the Programs licensed under this Agreement are of U.S. origin and are subject to certain re-export restrictions in accordance with the international arrangements with the U.S. Government. Therefore, without prejudice, to Section 3C, the Customer undertakes not to re-export the Programs or any technical information received under this Agreement other than to U.S.A. or member countries of the European Economic Community without having first obtained the prior written consent of Acorn or its local Subsidiary.

9. FINAL CLAUSE

No modification or addition to this Agreement shall be binding on the two parties unless specifically agreed upon in writing by the parties themselves.

Acorn Computers Limited, Fulbourn Road,
Cherry Hinton, Cambridge CB1 4JN

full name of Customer _____

full address _____

signature of the Customer _____

date and place _____

APPENDIX to User Licence Agreement **04447**

Name of Software MSDOS

Designated Machine

Model _____ Number of Work Stations _____

Machine Serial Number _____

Location _____

Please keep this copy of the Agreement in a safe place.

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full name of Customer

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APPENDIX to User Licence Agreement 04447

Name of Software MSDOS

Designated Machine

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Location